

Tennessee Department of Education

Rural Principal Network Grant

General Information

Background

The Tennessee Department of Education (TDOE) established the Tennessee Rural Principals Network (Network) in 2018 to provide development opportunities to school leaders in rural communities around the state. Tennessee includes more than 900 schools located in rural communities, with the 2019-2021 Network cohort consisting of 50 rural principals. The Network aims to address the unique needs of rural schools and the challenges that rural leaders often face in accessing high quality professional learning.

Procurement Purpose

The TDOE is seeking to award one grant contract for the provision of structured programming for participants in the Rural Principal Network. The initial contract term will run from January 2020 through December 2020 with a maximum liability of \$250,000 to fund the revised program and associated costs (including travel, lodging, per diem).

Scope of Work

The selected grantee design and deliver programming for the 2020-21 cohort of the Rural Principal Network.

Programming shall meet the following objectives:

- Include innovative and research-based strategies
- Be designed to build instructional leadership capacity for rural principals
- Include In-person Sessions, Coaching sessions, online collaboration, and job-embedded activities designed to implement new learning
- Improve principal practices, participant retention, and student outcomes for participating schools
- Foster lasting collaborative relationships among participants
- Align to the TEAM Administrator Evaluation Rubric with a specific emphasis on A1: Capacity Building, A2: Data Analysis & Use, B1: Leveraging Educator Strengths, and B4: Ownership (Rubric found here: <https://team-tn.org/wp-content/uploads/2013/08/TEAM-Admin-evaluation-rubric-20161.pdf>).
- Provide replicable and scalable strategies for rural schools
- Align to recent research for improving student outcomes in rural schools
- Include a plan for data collection and program evaluation

Expected benchmarks for successful program design and implementation shall include documentation of the following:

- A minimum of six in-person meetings with follow up job-embedded learning activities designed to implement new learning for each session
- A minimum of two Coaching sessions for each participant either in-person or online
- Improved principal practices, participant retention, and effectiveness
- Improved student outcomes
- Processes to support ongoing, sustainable professional relationships
- Strategy alignment to research-based best practices
- Research-based strategies, job-embedded activities to support learning, and strategy implementation results
- An effective, scalable, and replicable rural principal leadership model

Communications

Prospective grantees must direct communications concerning this request for applications to the following person designated as the solicitation coordinator. **Please submit any questions you have related to the application process, the work being requested, or the pro forma grant contract.**

Claudia Lewis
Tennessee Department of Education
710 James Robertson Parkway
Andrew Johnson Tower, 9th Floor
Nashville, TN 37243
(615) 253-0752
Claudia.Lewis@tn.gov

Review Process

All complete application packages meeting the requirements and received by the department on or before the application deadline will be forwarded to a peer review committee consisting of a minimum of three state employees. The committee will provide each application with a technical merit score based upon the review criteria and rubric. Technical merit scores will serve as the foundation for grant award decisions.

The department reserves the right to not award all grants, and to negotiate specific grant amounts. **All awards are subject to the availability of funds. Grants are not final until the grant contract is executed.**

Application Procedures

The application must be completed and submitted via email to Claudia.Lewis@tn.gov by **October 25, 2019 at 4:30 p.m. CST. Paper copies of this application will not be accepted.**

Steps to submitting an application:

1. Address all application components in sequential order.
2. Clearly label each section (i.e., general, technical, budget) and clearly identify which items correspond with each response.
3. Submit application in one PDF.
4. Email one PDF by the response deadline.

Application Components

General Qualifications and Experience (10 Points)

The applicant must address all general requirement items and provide, in sequence, the information and documentation as required. The evaluation team members will independently evaluate the responses and assign one score to this section. The Solicitation Coordinator will calculate the average of the evaluation team scores to determine the final score for this section.

| | |
|--|--|
| Applicant Name | |
| General Requirement | |
| 1. Detail the name, email address, mailing address, and telephone number of the person the State should contact regarding the response. | |
| 2. Provide a statement confirming that, if awarded a grant contract, the applicant will accept and agree to all terms and conditions set out in Appendix B: Pro Forma Grant Contract. | |
| 3. Describe the applicant's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, Limited Liability Company) and business location (physical location or domicile). | |
| 4. Detail the number of years the applicant has been in business and briefly describe the applicant's historical experiences and successes with principal preparation and/or school improvement. | |
| 5. Provide a statement of whether, in the last ten (10) years, the applicant has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details. | |

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| <p>6. Provide a statement of whether there is any material, pending litigation against the applicant that the applicant should reasonably believe could adversely affect its ability to meet grant contract requirements pursuant to this solicitation or is likely to have a material adverse effect on the applicant's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the applicant's performance in a grant contract pursuant to this solicitation.</p> | |
| <p>7. List the proposed project team who will be assigned to deliver the services required by this solicitation and provide a resume for each person listed.</p> | |
| <p>SCORE (maximum possible score =10)</p> | |
| <p>Evaluator Identification:</p> | |

Technical Response (75 Points)

The applicant must address all technical response items and provide, in sequence, the information and documentation as required. The evaluation team members will independently evaluate the responses and assign a score to each item using the rubric below. The Solicitation Coordinator will calculate the average of the total scores to determine the final score for this section.

| Applicant Name | | |
|---|----------------|-----------------|
| Technical Response | Maximum Points | Assigned Points |
| 1. Provide a narrative that illustrates how the applicant will complete the scope of services and accomplish required objectives. | 10 | |
| 2. Provide a proposed timeline for completing the scope of services including employee names and individual responsibilities. | 5 | |

| | | |
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| 3. Provide a one-year professional learning plan for principals including training, Coaching, mentoring, collaboration, and job-embedded activities. Plan should be aligned to the TEAM Administrator Rubric and specifically address indicators A1: Capacity Building, A2: Data analysis & Use, B1: Leveraging Educator Strengths, and B4: Ownership (https://team-tn.org/wp-content/uploads/2013/08/TEAM-Admin-evaluation-rubric-20161.pdf). | 25 | |
| 4. List specific, research-based strategies for developing leadership capacity on the TEAM Administrator Rubric Specifically addressing Rubric indicators A1: Capacity Building, A2: Data Analysis & Use, B1: Leveraging Educator's Strength, and B4: Ownership. | 10 | |
| 5. Provide a narrative that describes the applicant's historical experiences and successes with principal preparation and/or school improvement. Please provide supporting data for improvements. | 5 | |
| 6. Provide a narrative that describes how the applicant will address the unique needs of rural leaders citing appropriate, timely research. | 5 | |
| 7. Present an instructional leadership model enabling participants to develop strong instructional practices individually and collectively leading to significantly improved student outcomes. | 10 | |
| 8. Provide a narrative that describes a plan to collect necessary evaluation data including program effectiveness and participant program feedback. | 5 | |
| Score (maximum possible = 75) | | |

Evaluator Identification:

Technical Response Rubric

| | Not Addressed | | | Maximum Points |
|-----------------------|---|---|---|---|
| | 0 | 1 | 3 | 5 |
| | 0 | 2 | 6 | 10 |
| | 0 | 5 | 12 | 25 |
| TECHNICAL RESPONSE #1 | Criteria not addressed. | Narrative is somewhat complete and addresses some of the objectives. Scope of project may be incomplete and/or non-specific. | Narrative is complete and addresses each objective, but some level of detail or clarity is absent. | Narrative is complete and provides extended support for each objective explicitly. |
| TECHNICAL RESPONSE #2 | Timeline not included. | Timeline is nonspecific and includes only a portion of the scope | Timeline is complete but somewhat nonspecific and includes major portions of the scope and provider roles | Timeline is specific, complete, and includes entire scope and clear and explicit roles for providers |
| TECHNICAL RESPONSE #3 | Professional learning plan addressed minimally. | A professional learning plan is provided, but the plan does not include relevant learning opportunities/activities and/or is not aligned to the TEAM Administrator Evaluation rubric. Roles may not be clearly defined. | The professional learning plan is comprehensive, but a specific aspect or aspects are missing, meaning the plan may not include all five criteria (training, Coaching, mentoring, collaboration, and job-embedded activities). The plan is aligned to the TEAM Administrator Evaluation rubric but may not have a specific focus on identified indicators. Roles are clearly defined. | All aspects of the professional learning plan criteria are fully addressed with training, Coaching, mentoring, collaboration, and job-embedded activities. The plan is cohesive and has a high likelihood of improving student outcomes. The plan is aligned to the TEAM Administrator Evaluation rubric with an emphasis on indicators A1, A2, B1, B2. Roles are clearly defined, and each person has experience or expertise in |

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|-----------------------|--|---|--|---|
| | | | | improving rural schools |
| TECHNICAL RESPONSE #4 | The narrative does not include research-based strategies. | Narrative includes some research-based strategies, but some research may be dated or lacking. Alignment to the TEAM Administrator Evaluation rubric may be lacking. | Narrative includes general research on strategies for developing leadership capacity in accordance with the TEAM Administrator Evaluation rubric and is directly connected to improving rural schools. Narrative demonstrates short or episodic experiences. | Narrative includes specific research on strategies for improving rural schools and the required indicators along with other indicators specific to program mission. Narrative demonstrates a cohesive strategies that utilize real time data and build on prior learning. |
| TECHNICAL RESPONSE #5 | Narrative either absent or expresses very limited evidence of experiences with principal preparation and/or school improvement. Evidentiary data are absent. | Narrative provides some evidence of experiences with principal preparation and/or school improvement. Data lack specificity and connection to improvement strategies. | Narrative provides clear evidence of principal preparation and/or school improvement experiences with a clear connection to experiences and improved student outcomes. | Narrative provides strong evidence of principal preparation and/or school improvement with a compelling connection to experiences and improved student outcomes in rural settings. |
| TECHNICAL RESPONSE #6 | The narrative provides no strategies or strategies do not clearly align to research and its connection to improving outcomes in rural schools. | The narrative provides some research-based strategies for improvement with a minimal connection to improving outcomes in rural schools. | The narrative includes recent, relevant strategies for improving rural schools. Strategies focus on effective data use, feedback, and support. Strategies empower principals as partners in the learning. | The narrative includes recent, relevant strategies for improving rural schools with clear evidence base for improved student outcomes in rural schools. Strategies focus on effective data use, feedback, and support. Strategies clearly empower principals as partners in the |

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|-----------------------|---|--|--|--|
| | | | | learning and have lasting impact on organizational structures and student outcomes. |
| TECHNICAL RESPONSE #7 | Little evidence of understanding of leadership models. | Leadership model addresses surface issues without leading to lasting, transformational change. | Leadership model focuses on the principal role in capacity building, setting high expectations, and could lead to improved student outcomes. | Leadership model focuses specifically on rural principal role in capacity building, setting high expectations, and is backed by data to improve student outcomes. Leadership model creates lasting organizational changes. |
| TECHNICAL RESPONSE #8 | Narrative does not include a plan for program evaluation. | Narrative includes a plan to collect participant perception data but does not include a plan to collect data on improved student outcomes. | Narrative includes a clear plan to collect participant perception data and student outcome data. | Narrative includes a clear plan to regularly collect participant perception data, participant impact and or effectiveness data, and student outcome data to make program improvements throughout the program. |

Budget (20 Points)

The Solicitation Coordinator will use the total amount of each proposed budget and the formula below to calculate the final budget score. The maximum possible score is 20.

Lowest budget amount from all applications

Budget amount being evaluated

X 20 = Budget Score

The agency will submit an annual budget, using the budget template in Appendix A, along with a budget narrative that covers expenses for the entire grant term.

The grants are administered as **reimbursement grant** contracts, meaning the grantee delivers services and is reimbursed for actual approved expenditures. Agencies should possess the fiscal capacity to manage the cash flow challenges presented by this type of grant process. **Grantees are encouraged to maintain two to three calendar months operating capital to provide programming between payment requests.**

Appendix A: Budget Template

| GRANT BUDGET | | | | |
|--|--|-------------------|--------------------------|------------------|
| Additional Identification Information As Necessary | | | | |
| The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: | | | | |
| POLICY 03 Object Line-item Reference | EXPENSE OBJECT LINE-ITEM CATEGORY ¹ | GRANT CONTRACT | GRANTEE PARTICIPATION | TOTAL PROJECT |
| 1. 2 | Salaries, Benefits & Taxes | 0.00 | 0.00 | 0.00 |
| 4, 15 | Professional Fee, Grant & Award ² | 0.00 | 0.00 | 0.00 |
| 5, 6, 7, 8, 9, 10 | Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications | 0.00 | 0.00 | 0.00 |
| 11. 12 | Conferences & Meetings | 0.00 | 0.00 | 0.00 |
| 13 | Interest ² | 0.00 | 0.00 | 0.00 |
| 14 | Insurance | 0.00 | 0.00 | 0.00 |
| 16 | Specific Assistance To Individuals | 0.00 | 0.00 | 0.00 |
| 17 | Depreciation ² | 0.00 | 0.00 | 0.00 |
| 18 | Other Non-Personnel ² | 0.00 | 0.00 | 0.00 |
| 20 | Capital Purchase ² | 0.00 | 0.00 | 0.00 |
| 22 | Indirect Cost | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expense | 0.00 | 0.00 | 0.00 |
| 25 | GRAND TOTAL | 0.00 | 0.00 | 0.00 |

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies*, Appendix A. (posted on the Internet at: <http://www.tn.gov/finance/topic/fa-policyinfo>).

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

| PROFESSIONAL FEE, GRANT & AWARD | AMOUNT |
|---|---------------|
| Specific, Descriptive, Detail (Repeat Row As Necessary) | Amount |
| TOTAL | Amount |

| INTEREST | AMOUNT |
|---|---------------|
| Specific, Descriptive, Detail (Repeat Row As Necessary) | Amount |
| TOTAL | Amount |

| DEPRECIATION | AMOUNT |
|---|---------------|
| Specific, Descriptive, Detail (Repeat Row As Necessary) | Amount |
| TOTAL | Amount |

| OTHER NON-PERSONNEL | AMOUNT |
|---|---------------|
| Specific, Descriptive, Detail (Repeat Row As Necessary) | Amount |
| TOTAL | Amount |

| CAPITAL PURCHASE | AMOUNT |
|---|---------------|
| Specific, Descriptive, Detail (Repeat Row As Necessary) | Amount |
| TOTAL | Amount |

Appendix B: Pro Forma Grant Contract

The *Pro Forma* Grant Contract is what will be signed by the awarded applicant. The terms may be subject to state template revisions and the state reserves the right to modify terms prior to grant contract execution. It contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final grant contract resulting from this solicitation.

If the grant contract is awarded to a governmental entity or state agency the standard terms and conditions of the grant contract shall be revised accordingly.

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF EDUCATION
AND
GRANTEE NAME

This Grant Contract, by and between the State of Tennessee, Department of Education, hereinafter referred to as the “State” and **Grantee Legal Entity Name**, hereinafter referred to as the “Grantee,” is for the provision of professional development for the Rural Principal Network, as further defined in the “SCOPE OF SERVICES.”

The Grantee is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Grantee Place of Incorporation or Organization: **Location**

Grantee Edison Vendor ID # **Number**

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide all services and deliverables (“Scope”) as required, described, and detailed in this Grant Contract.

A.2. Definitions. For purposes of this Grant Contract, definitions shall be as follows and as set forth in the Grant Contract:

- a. **Coaching (“Coaching”):** A research-based, job-embedded approach to instructional intervention which provides the assistance and encouragement necessary to implement new programs that improve student learning. Coaching may include: collaborative reflection and data analysis, collaborative research and learning, focused observations, modeling of best practices, peer teaching, and debriefing and feedback. The difference between consultation and Coaching is that coaches a variety of high quality questions designed to build thinking processes which allow participants to arrive at answers on their own.

- b. **In-person Coaching Session ("In-person Coaching Session"):** A Coaching experience designed to be an in-person interaction between the coach and the client where Coaching activities are aligned to individual client needs to reach intended outcomes. One In-person or Online Coaching session shall be scheduled per participant between January 2020-May 2020 and a second In-person or Online Coaching session shall be scheduled between August 2020-November 2020. The Grantee shall perform services only when school officials or employees are present and where the activity, assembly, or event is conducted under the supervision of school officials or employees, in accordance with the background check requirements in Tenn. Code Annotated § 49-5-413.
- c. **In-person Session ("In-person Session"):** An organized presentation with accompanying participant activities delivered to small or large groups with the intent to develop understanding, improve skills, build teamwork, and foster ownership of research-based best practices for instructional leadership. In-person Sessions are designed to be a minimum of six hours and consist of a variety of intentionally designed, high quality learning activities for adult learners.
- d. **Job-embedded Activities ("Job-embedded Activities"):** Activities intentionally designed for participants to implement In-person Session learning in their work context with follow-up implementation support provided during Coaching sessions.
- e. **Online Collaboration ("Online Collaboration"):** Structured online interactions which allow participants to discuss learning and implementation with cohort colleagues. Collaboration can be initiated by the provider or participant with the overall goal of building professional, collaborative relationships which continue beyond program participation.
- f. **Online Coaching Session ("Online Coaching Session"):** A Coaching experience designed as an online follow-up discussion to provide clients assistance between In-person Sessions and In-person Coaching Sessions. Online Coaching sessions will be scheduled within one week of each In-person Coaching Session.
- g. **Tennessee Educator Acceleration Model ("TEAM"):** An evaluation model to help educators and educational leaders continuously improve their practice.

A.3. The Grantee shall provide participants with programming specifically designed to clarify the definition and application of instructional leadership in the rural context. The program shall include a minimum of six In-person Sessions and two Coaching sessions per participant (In-person or Online), online collaboration, and job-embedded activities designed for participants to implement new learning.

- a. The grantee shall provide a minimum of six In-person Sessions for a minimum of six hours each. In-person Session presentations and materials shall be provided for review to the State's Senior Director of Leadership a minimum of thirty days prior to the session. The Grantee shall make any revisions requested by the State prior to delivering content.

- b. The Grantee shall require participants to implement new learning in their roles through job-embedded activities aligned with learning outcomes for each In-person Session.
 - c. The Grantee shall schedule a minimum of two In-person or Online Coaching SEss per participant. In-person or Online Coaching Sessions shall be a minimum of three hours each. In-person or Online Coaching Sessions shall be scheduled at a mutually beneficial time for the Grantee and the participant and shall take place once between January 2020-May 2020 and again between August 2020 and November 2020. Coaching shall be aligned to participant individual learning needs.
 - d. The Grantee shall maintain records of each Coaching session to at a minimum include the following elements:
 - i. Participant Name
 - ii. Individual Learning Goal for the Program
 - iii. In-person or Online Coaching Session Date and Topic
 - iv. In-person or Online Coaching Session Duration
 - v. In-person or Online Coaching Strategies Utilized
 - vi. Progress toward Goal/Results from each Coaching cycle
 - vii. Overall program progress toward learning goals for each participant
 - e. The Grantee shall provide a platform for participant online collaboration and encourage participation monthly through structured activities such as discussions about new learning, challenges implementing learning, and community building activities. Online platforms may include but are not limited to Blackboard, Slack, or similar products designed for online collaboration.
- A.4. The Grantee shall utilize research-based strategies designed to improve principal instructional leadership practices, principal retention, and student outcomes for rural schools.
- A.5. The Grantee shall develop an online platform intentionally designed to foster and support collaborative professional relationships among participants and provide structured support to maintain collaborative relationships among participants beyond the completion of the Grant Contract Term.
- A.6. The Grantee shall evaluate the overall effectiveness of the services. Effectiveness should include metrics for participant perceptions, participant retention upon completion of the grant, and participant effectiveness and/or impact data. An evaluation plan shall be developed within two months of Grant Contract execution.
- a. The evaluation plan must include data points, means of collection, timeline for collection and analysis, and deadline for completion each year. Minimum requirements include:

- i. Participant program goals and data tracking to evaluate progress toward goals for individuals
 - ii. Participant perception data collected via survey following each In-person Session, In-person Coaching Session, and online Coaching session cycle. Cycle data and trend data will be analyzed monthly to make program adjustments.
 - iii. Participant retention data collected at program end via survey to determine if participant changed roles during the program or intend to change roles in the next year.
 - iv. District outcome data for schools in the participant span of control collected in the fall of 2020 upon state data release. Outcome data will be compared to the prior year to determine participant impact.
- b. The evaluation plan is not final until the State's Senior Director of Leadership provides written approval.

A.7. The Grantee shall align all services to the TEAM Administrator Evaluation Rubric and specifically emphasize standards A1: Capacity Building, A2: Data Analysis & Use, B1: Leveraging Educator Strengths, and B4: Ownership.

A.8. The Grantee shall provide a written report to describe actual program activities and outcomes no later than December 31, 2020. Minimum report requirements include:

- a. Comprehensive summary of program activities
- b. Overall evaluation of program effectiveness to include participant progress toward individual goals and data evaluating participant impact
- c. Evaluation of program impact on participant retention
- d. Recommendations for program improvements for future cohorts

A.9. Upon grant conclusion, the Grantee shall retain ownership of materials but the State shall retain perpetual rights to information and materials usage beyond the life of the grant.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on January 1, 2020 ("Effective Date") and ending on December 31, 2020, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed \$250,000("Maximum Liability"). The Grant Budget, attached and

incorporated hereto as Attachment B, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Jack Berk, Project Manager
Tennessee Department of Education
Andrew Johnson Tower, 9th Floor
710 James Robertson Parkway
Nashville, TN 37243
Jack.Berk@tn.gov
Work Cell: (615) 917-0775

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Education, Human Capital Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.

- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment

by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.

C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include,

but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Jack Berk, Project Manager
Tennessee Department of Education
Andrew Johnson Tower, 9th Floor
710 James Robertson Parkway
Nashville, TN 37243

The Grantee:

Grantee Contact Name & Title

Grantee Name

Address

Email Address

Telephone # Number

FAX # Number

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and

regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program. The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment C to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment C shall complete Attachment D. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public

accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award. The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure

Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grant Grantee by the State or acquired by the Grant Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grant Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grant Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grant Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Insurance. Grantee shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Grantee's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Grantee loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Grantee shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Grantee agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Grantee's sole responsibility. The Grantee agrees that the insurance requirements specified in this Section do not reduce any liability the Grantee has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Grantee shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Grantee shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Grantee shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Grantee shall provide the State evidence that all subgrantees maintain the required insurance or that subgrantees are included under the Grantee's policy. At any time, the State may require Grantee to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Grantee self-insures, then a COI will not be required to prove coverage. Instead Grantee shall provide a certificate of self-insurance or a letter, on Grantee's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses.

The State agrees that it shall give written notice to the Grantee as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Grantee of its obligations under this Section to the extent that the Grantee can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Grantee or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Grantee; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Grantee arising under this Contract. The Grantee shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability (“CGL”) Insurance

- 1) The Grantee shall maintain CGL insurance, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations, products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Grantee shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers’ Compensation and Employer Liability Insurance

- 1) For Grantees statutorily required to carry workers’ compensation and employer liability insurance, the Grantee shall maintain:
 - i. Workers’ compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Grantee certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Grantee shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Grantee employs fewer than five (5) employees;
 - ii. The Grantee is a sole proprietor;
 - iii. The Grantee is in the construction business or trades with no employees;
 - iv. The Grantee is in the coal mining industry with no employees;

- v. The Grantee is a state or local government; or
 - vi. The Grantee self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.
- c. Automobile Liability Insurance
 - 1) The Grantee shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
 - 2) The Grantee shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.
- d. Professional Liability Insurance
 - 1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis then:
 - i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Grantee must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.
 - 2) Any professional liability insurance policy shall have a limit not less than **one million** dollars (\$1,000,000) per claim and **two million** dollars (\$2,000,000) in the aggregate; and
 - 3) If the Contract involves the provision of services by medical professionals, a policy limit not less than **three million** (\$3,000,000) per claim and **three million** dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

E.2. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this

Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the “Data Accessibility, Transparency and Accountability Act,” and any accompanying administrative rules or regulations (collectively “DATAA”). The Grantee agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Grantee shall be reported to the State within twenty-four (24) hours. Grantee shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Grantee’s failure to comply with this section.

E.3. State Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee’s temporary use under this Grant Contract. Upon termination of this Grant Contract, all property furnished by the State shall be returned to the State in and the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the residual value of the property at the time of loss.

E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State (“PII”). For the purposes of this Grant Contract, “PII” includes “Nonpublic Personal Information” as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time (“GLBA”) and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information (“Privacy Laws”). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with

this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

**IN WITNESS WHEREOF,
GRANTEE LEGAL ENTITY NAME:**

GRANTEE SIGNATURE

DATE

**PRINTED NAME AND TITLE OF GRANTEE
SIGNATORY (above)**

TENNESSEE DEPARTMENT OF EDUCATION:

**PENNY SCHWINN,
COMMISSIONER**

DATE

| GRANT BUDGET | | | | |
|--|--|-------------------|--------------------------|------------------|
| Additional Identification Information As Necessary | | | | |
| The grant budget line-item amounts below shall be applicable only to expense incurred during the following | | | | |
| Applicable Period: BEGIN: January 6, 2020 END: December 31, 2019 | | | | |
| POLICY 03 Object Line-item Reference | EXPENSE OBJECT LINE-ITEM CATEGORY ¹ | GRANT CONTRACT | GRANTEE PARTICIPATION | TOTAL PROJECT |
| 1. 2 | Salaries, Benefits & Taxes | 0.00 | 0.00 | 0.00 |
| 4, 15 | Professional Fee, Grant & Award ² | 0.00 | 0.00 | 0.00 |
| 5, 6, 7, 8, 9, 10 | Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications | 0.00 | 0.00 | 0.00 |
| 11. 12 | Conferences & Meetings | 0.00 | 0.00 | 0.00 |
| 13 | Interest ² | 0.00 | 0.00 | 0.00 |
| 14 | Insurance | 0.00 | 0.00 | 0.00 |
| 16 | Specific Assistance To Individuals | 0.00 | 0.00 | 0.00 |
| 17 | Depreciation ² | 0.00 | 0.00 | 0.00 |
| 18 | Other Non-Personnel ² | 0.00 | 0.00 | 0.00 |
| 20 | Capital Purchase ² | 0.00 | 0.00 | 0.00 |
| 22 | Indirect Cost | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expense | 0.00 | 0.00 | 0.00 |
| 25 | GRAND TOTAL | 0.00 | 0.00 | 0.00 |

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies*, Appendix A. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT B
GRANT BUDGET LINE-ITEM DETAIL:

| PROFESSIONAL FEE, GRANT & AWARD | AMOUNT |
|--|---------------|
| Six (6) in-person meeting sessions for each participant | Amount |
| Two (2) in-person or online Coaching session for each participant | Amount |
| A structure for ongoing professional collaboration that extends past the participation of a given cohort | Amount |
| Scalable replicable model owned by grantee and TDOE given a perpetual license to use | Amount |
| A culminating report that documents improved district and student outcomes | Amount |
| TOTAL | Amount |

| INTEREST | AMOUNT |
|---|---------------|
| Specific, Descriptive, Detail (Repeat Row As Necessary) | Amount |
| TOTAL | Amount |

| DEPRECIATION | AMOUNT |
|---|---------------|
| Specific, Descriptive, Detail (Repeat Row As Necessary) | Amount |
| TOTAL | Amount |

| OTHER NON-PERSONNEL | AMOUNT |
|---|---------------|
| Specific, Descriptive, Detail (Repeat Row As Necessary) | Amount |
| TOTAL | Amount |

| CAPITAL PURCHASE | AMOUNT |
|-------------------------|---------------|
| | |

| | |
|---|--------|
| Specific, Descriptive, Detail (Repeat Row As Necessary) | Amount |
| TOTAL | Amount |

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.***

- ☐ Grantee Legal Entity Name is subject to an audit for fiscal year #.
- ☐ Grantee Legal Entity Name is not subject to an audit for fiscal year #.

Grantee's Edison Vendor ID Number:

Grantee's fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

| Type of funds expended | Estimated amount of funds expended by end of Grantee's fiscal year |
|---|--|
| Federal pass-through funds | |
| a. Funds passed through the State of Tennessee | a. |
| b. Funds passed through any other entity | b. |
| Funds received directly from the federal government | |
| Non-federal funds received directly from the State of Tennessee | |

Auditor's name:

Auditor's address:

Auditor's phone number:

Auditor's email:

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is **Grantee Legal Entity Name** a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is **Grantee Legal Entity Name** a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager

3rd Floor, WRS Tennessee Tower

312 Rosa L Parks Avenue

Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____